

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
Alexandria Division

IN RE:  
MICHAEL WAYNE CRAWFORD  
AKA MICHAEL W CRAWFORD  
Debtor

Case No. 10-13604-KHK

Chapter 11

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THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS TRUSTEE  
(CWALT 2005-10CB)  
Movant

v.  
MICHAEL WAYNE CRAWFORD  
AKA MICHAEL W CRAWFORD  
Debtor/Respondent

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**NOTICE OF DEFAULT**

Upon information provided by The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2005-10CB) (the "Movant"), the undersigned counsel, Lauren French and BWW Law Group, LLC, hereby files this Notice of Default (the "Notice of Default"), and respectfully represents as follows:

1. The Movant is the beneficiary under a Deed of Trust executed by Michael Wayne Crawford aka Michael W Crawford (the "Debtor"), which encumbers the real property known as 509 Mallory Street North, Hampton, VA 23663 (the "Property").

2. A Second Amended/Modified Chapter 11 Plan was filed with the Court in this case on July 12, 2012 (the "Amended Plan"). An order confirming the Second Amended Plan was entered by the Court in this case on February 2, 2013. The Debtor is in default under the terms of the confirmed Amended Plan. The Debtor has failed to make the payments required by Article IV (4a) of the Amended Plan (the "Default") and is currently due for the following payments:

49 Monthly Payments from 04/01/2013 – 04/01/2017 @	\$654.26 each
12 Monthly Payments from 05/01/2017 – 04/1/2018 @	\$684.55 each
4 Monthly Payments from 05/01/2018 – 08/01/2018 @	\$694.12 each

3. Pursuant to the terms of the Amended Plan, within thirty (30) days of the date of this Notice of Default, the Debtor must cure the Default by tendering to the Movant \$43,149.82 (the total amount of the Default, which includes \$100.00 for attorney's fees associated with the filing of this Notice of Default) in certified funds at the payment address listed in paragraph no. 4 below.

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Lauren French, VSB# 85478  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229  
(804) 282-0463 (phone)  
*Attorney for the Movant*

4. Any cure of the Default must include payment of all amounts set forth herein, as well as payments which have subsequently become due under the terms of the Amended Plan and any amounts that are due at the time the Default is cured. Acceptance of partial payment by the Movant during the 30-day cure period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be sent to the following address:

Bayview Loan Servicing, LLC  
4425 Ponce De Leon Boulevard, 5<sup>th</sup> Floor  
Coral Gables, FL 33146

5. If the Debtor does not take the action set forth in paragraph no. 3 hereinabove, the Movant may file a certificate with the court stating that the Movant has complied with the terms of the Amended Plan, and the court may grant relief from the automatic stay without further notice to the Debtor. If the automatic stay is terminated, the Property may be sold at foreclosure.

Respectfully Submitted,

Dated: August 30, 2018

/s/ Lauren French  
Lauren French, VSB# 85478  
BWW Law Group, LLC  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229  
(804) 282-0463 (phone)  
(804) 282-0541 (facsimile)  
bankruptcy@bww-law.com  
*Attorney for the Movant*

### **CERTIFICATE OF SERVICE**

I certify that on this 30th day of August, 2018, the following persons were or will be served a copy of the foregoing Notice of Default via the CM/ECF system or by first class mail, postage prepaid:

Judy A. Robbins, U.S. Trustee  
Office of the U.S. Trustee – Region 4  
115 South Union Street, Room 210  
Alexandria, VA 22314

R.A. Hurley  
10021 Balls Ford Rd., Suite 200  
Manassas, VA 20109

Michael Wayne Crawford  
509 Mallory Street North  
Hampton, VA 23663

I further certify that on this 30th day of August, 2018, the following persons were or will be served a copy of the foregoing Notice of Default by hand-delivery, Federal Express or similar recognized overnight courier service, or by certified mail, return receipt requested:

Michael Wayne Crawford  
13171 Quade Lane  
Woodbridge, VA 22193

Raymond R. Pring, Jr., Esquire  
Gross, Pring & Associates, P.C.  
9431 Main Street  
Manassas, Virginia 20110

/s/ Lauren French

Lauren French  
BWW Law Group, LLC  
*Attorney for the Movant*